

# **EXHIBIT A**



**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

**WOLLMUTH MAHER & DEUTSCH LLP**

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*PROPOSED ATTORNEYS FOR DEBTOR*

In re:  
**LTL MANAGEMENT LLC,<sup>1</sup>**  
Debtor.

Chapter 11  
Case No.: 23-12825 (MBK)  
Judge: Michael B. Kaplan

**ORDER AUTHORIZING RETENTION OF WOLLMUTH MAHER & DEUTSCH LLP, AS CO-COUNSEL FOR THE DEBTOR, NUNC PRO TUNC TO APRIL 4, 2023**

The relief set forth on the following page is **ORDERED**.

**DATED: June 14, 2023**

A handwritten signature of Michael B. Kaplan, which appears to read "Michael B. Kaplan".  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

<sup>1</sup> The last four digits of the Debtor's taxpayer identification number are 6622. The Debtor's address is 501 George Street, New Brunswick, New Jersey 08933.

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Debtor: LTL Management LLC

Case No. 23-12825-MBK

Caption: Order Authorizing Retention of Wollmuth Maher & Deutsch LLP, as Co-Counsel for the Debtor, *Nunc Pro Tunc* to April 4, 2023

Upon the applicant's request for authorization to retain Wollmuth Maher & Deutsch LLP, *nunc pro tunc* to April 4, 2023, as co-counsel for the above-captioned debtor, it is hereby ORDERED:

1. The applicant is authorized to retain the above party in the professional capacity noted.

The professional's address is: Wollmuth Maher & Deutsch LLP  
500 Fifth Avenue  
New York, New York 10110

2. Compensation will be paid in such amounts as may be allowed by the Court on proper application(s).
3. If the professional requested a waiver as noted below, it is  Granted  Denied.
  - Waiver, under D.N.J. LBR 2014-2(b), of the requirements of D.N.J. LBR 2016-1.
  - Waiver, under D.N.J. LBR 2014-3, of the requirements of D.N.J. LBR 2016-1 in a chapter 13 case. Payment to the professional may only be made after satisfactory completion of services.
4. The effective date of retention is April 4, 2023.
5. Wollmuth Maher & Deutsch LLP will bill only 50% of time spent on non-working travel and will not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of its fee applications in this case.
6. Wollmuth Maher & Deutsch LLP will undertake reasonable efforts to comply with the United States Trustee's reasonable requests for information and additional disclosures, as set forth in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013 (the "U.S. Trustee Guidelines").

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7. Wollmuth Maher & Deutsch LLP will use the billing and expense categories set forth in the U.S. Trustee Guidelines, subject to any further Order of the Court, if any.
8. Wollmuth Maher & Deutsch LLP will provide any and all monthly fee statements, interim fee applications, and final fee applications in “LEDES” format to the United States Trustee.
9. Wollmuth Maher & Deutsch LLP shall: (a) complete its reconciliation of the fees and expenses actually incurred prior to the Petition Date no later than the filing of its first interim fee application in the Chapter 11 Case, and will separately reconcile the Payment made with respect to Pre-Dismissal Amounts; (b) make a corresponding adjustment to the amount of the Retainer on or about that date as described below; and (c) disclose such adjustment in its first interim fee application. Subject to the foregoing adjustment, Wollmuth Maher & Deutsch LLP is authorized to hold any remaining amount of the Retainer following such reconciliation in a trust account subject to the terms of any Interim Compensation Order entered in the Chapter 11 Case.
10. Wollmuth Maher & Deutsch LLP shall not apply any portion of the Retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further order of this Court, including any Interim Compensation Order entered in the Chapter 11 Case. The rights of any party in interest to object to any proposed application of the Retainer are fully preserved.
11. Wollmuth Maher & Deutsch LLP shall use its best efforts to avoid duplication of services provided by any of the Debtor’s other retained professionals in this case.

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12. Wollmuth Maher & Deutsch LLP shall not charge a markup with respect to fees billed by contract attorneys or independent contractors or subcontractors who are hired by Wollmuth Maher & Deutsch LLP to provide services in this matter and shall ensure that any such contract attorneys or independent contractors or subcontractors are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.
13. At least ten (10) days before implementing any increases in Wollmuth Maher & Deutsch LLP's rates for professionals in this case, Wollmuth Maher & Deutsch LLP shall file a supplemental affidavit with the Court explaining the basis for the rate increases in accordance with section 330 of the Bankruptcy Code. All parties in interest, including the U.S. Trustee, retain all rights to object to any rate increase on all grounds, including the reasonableness standard provided for in section 330 of the Bankruptcy Code.